

Host City Agreement

This Host City Agreement dated as of _____, 2008 is entered into among (i) the World Games 2010 Foundation, Inc. ("Foundation"), a Kentucky corporation, and (ii) the Lexington Fayette Urban County Government ("LFUCG"), a political subdivision of the Commonwealth of Kentucky, and (iii) Lexington Host Committee ("Committee"), organized by LFUCG.

Recitals

- A) The Federation Equestre Internationale ("FEI"), the international governing body responsible for equestrian sport and the sole owner of the right to stage and organize the 2010 FEI World Equestrian Games ("Games"), has appointed the Foundation to host and stage the Games in Lexington, Kentucky at the Kentucky Horse Park pursuant to the terms of a Staging Agreement dated December 6, 2005, as amended.
- B) Pursuant to the Staging Agreement, the Foundation is charged with ensuring that the LFUCG gives its full support to the organization of the Games and that it will reasonably protect the interest of the Games, FEI and its partners.
- C) The parties hereto desire to establish the terms and conditions of the LFUCG direct and indirect support of the Games and how LFUCG will protect the interest of the Foundation, Games, FEI and its partners, while at the same time presenting Lexington, Kentucky as a destination for tourism, residential living and industrial location for the Games visitors and viewers of Games telecasts throughout the world.

In consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Definitions.

- a. Athletes: Those individual persons participating in the Games.
- b. Awards Presentation Reenactment: The presentation of medals to winning Athletes reenacted in downtown Lexington.
- c. Committee: The Committee is the Festival Organizing Committee.
- d. Closing Ceremony: A ceremony held at the Kentucky Horse Park on October 10, 2010 to celebrate the successful conclusion of the Games.

- e. Courthouse Plaza: The two (2) block plaza immediately adjacent to and west of the Fayette District Courthouse and the Fayette Circuit Courthouse and bounded by Main Street, Limestone Street and Barr Street in downtown Lexington, Kentucky.
- f. Exclusive Category Sponsor: Persons or entities officially licensed by the Foundation as an exclusive category sponsor with attendant rights and benefits.
- g. Lexington Host Committee: A committee of volunteers appointed by the Mayor of the LFUCG and designated to stage entertainment and other cultural and artistic activities in downtown Lexington during the Games Period.
- h. FEI: The Federation Equestre Internationale, the international governing body for equestrian sport.
- i. Games: The world championship competitions in eight disciplines known as the "2010 FEI World Equestrian Games" to be staged at the Kentucky Horse Park from September 25, 2010 through October 10, 2010.
- j. Games Banners: Street banners depicting the Games and designed by the Foundation or its designee.
- k. Games Clean Zone: A specific area consisting of a four (4) mile radius of the Kentucky Horse Park in Fayette County, and the entire length of Newtown Pike in Fayette County declared by LFUCG as a "clean zone" where all unauthorized advertising and street trading are prohibited.
- l. Games Marks: The trademarks, trade names, logos, slogans of the World Games 2010 Foundation, Inc. and/or the FEI.
- m. Games Period: September 25, 2010 through October 10, 2010.
- n. Games Sponsors: Persons or entities licensed by the Foundation as Official Exclusive Category Sponsors or as the Title Sponsor of the Games.
- o. Local Contributor: Persons or entities contributing to the Committee and sponsoring Committee activities and officially licensed by the Committee to the limited exclusive use of the Committee trademark, trade name or logo.
- p. Opening Ceremonies: The ceremony held at the Kentucky Horse Park on September 25, 2010 to celebrate the commencement of the Games.

- q. Title Sponsor: A person or entity exclusively licensed by the Foundation as the Title Sponsor of the Games incorporating such sponsor's name into the official name of the Games.

2. Lexington Host City Organization and Activities.

- a. LFUCG has caused to be organized a committee of volunteers to develop and stage during the Games Period downtown Lexington entertainment and other cultural and artistic activities of a festive nature to celebrate the Games and welcome to the community the many local, state, national and international visitors ("Lexington Host Committee").
- b. The Committee intends to stage entertainment and other cultural and artistic activities during the Games Period including scheduled entertainment on the Courthouse Plaza in downtown Lexington. The Committee will be responsible for the staging area for entertainment activities at the Courthouse Plaza and shall be responsible for the costs of all entertainment activities, except as otherwise provided herein. The Committee will make prominent space available for the Foundation to cause a stage or stand to be erected with sound and lighting at the Foundation's costs for Award Presentation Reenactments and athlete appearances. The Foundation and the Committee will coordinate Committee festival activities in order to stage the Award Presentation Reenactment periodically throughout the Games Period. The stage or stand shall also be available for use by the Committee for entertainment, presentations and concert performances. The Committee shall also make space available for a videoboard and/or screen for viewing Games' live telecasts during the Games Period, including Opening and Closing Ceremonies, and viewing the Games highlights on a delayed basis during the evenings. The Foundation shall be responsible for those costs associated with providing the equipment, erecting the equipment, distributing the feed and operating the equipment to provide the downtown video presentations. Said videoboard or screen shall be positioned in clear view of the Courthouse Plaza.
- c. LFUCG and the Committee will cause the following streets, Main Street (from Midland to Newtown), Vine Street (from Midland to Main), and Limestone (from Vine to Barr), on street light poles fitted with banner brackets to be decorated with street banners of a non-commercial nature celebrating the festival activities and the Games. The Foundation will provide street banners celebrating the Games to be hung on alternate street light poles fitted with banner brackets ("Games Banners") and will be responsible for the cost associated with hanging such Games Banners, including banner hardware, not to exceed \$15.00 per banner hung. The Committee and LFUCG will be responsible for hanging all street banners and will be responsible for the cost

associated with hanging all banners, except for the Games Banners. The banners will be hung no sooner than April 1, 2010.

If the Foundation wishes to hang banners on Newtown Pike, and arterial streets off Main Street within a two (2) block radius around the Courthouse Plaza, Phoenix Park and Triangle Park, the Foundation will purchase the banner bracket hardware and pay for installation.

3. Local Contributors and Use of Game Trademarks.

- a. The Committee shall have the right to develop a trademark provided the Committee trademark shall not incorporate the name of the Games nor incorporate a corporate or other legal name of the Foundation or FEI or other trademark, trade name or services mark of the Foundation or FEI, the words or mark "2010 World Equestrian Games", "World Equestrian Games", "FEI Games", or "Alltech".
- b. Subject to the terms and conditions hereof, the Committee shall have the unfettered right to use the Committee name and trademark and to license other commercial entities to use the Committee name and trademark to acknowledge that entity's contribution to the Committee and sponsorship of Committee activities.
 - i. The Local Contributor shall receive recognition on Committee signage and advertising that does not bear the Foundation trademarks or FEI trademark or any other logos, names or references to the 2010 World Equestrian Games. This restriction shall not apply to any Games Sponsor licensed by the Foundation.
 - ii. The Local Contributor shall receive recognition at Committee related events and activities in downtown Lexington.
 - iii. The Committee may place its trademark or logo on apparel provided no Foundation trademark or FEI trademark or related name or marks are placed on such apparel.
 - iv. Local contributors shall have the right to purchase up to 10 tickets per event for a donation of \$75,000.00 or more; up to 8 tickets per event for a donation of \$50,000.00 or more; up to 6 tickets per event for a donation of \$25,000.00 or more; up to 4 tickets per event for a donation of \$20,000.00 or more; and up to 2 tickets per event for donation of \$15,000.00 or more, and/or hospitality at the Kentucky Horse Park during the Games through the Committee. In order to

protect the Games Sponsors, such tickets and hospitality shall not be used in any promotional activities by the Local Contributor.

v. The Committee agrees to conduct its activities contemplated by this Agreement in such a way as to promote the goodwill associated with the Games, the Foundation and the FEI.

vi. The LFUCG and the Committee may apply for grants and/or solicit funds from corporate and state and federal authorities. LFUCG and the Committee acknowledge and agree that there should be specific, written acknowledgement by any donor that the Foundation is not the recipient of the funds.

4. Anti-Ambush Campaign.

a. The LFUCG and the Committee agree to use their best efforts to minimize "ambush marketing" in and around the Lexington community during the Games Period.

i. During the Awards Presentation Reenactments or athlete appearances at the Courthouse Plaza, the Committee shall cooperate with the Foundation to ensure that only Games Sponsor logos or other identification or signage appear on or within 10 feet of the stage or stand or in view of television cameras. During events, presentations or concert performances conducted by the Committee, the Committee shall have the right to provide recognition of its Local Contributors through signage on the stage and otherwise.

ii. The LFUCG shall also enact a Games Clean Zone ordinance that will place restrictions on advertising within a four (4) mile radius of the Kentucky Horse Park in Fayette County and the entire length of Newtown Pike in Fayette County by anyone other than Games Sponsors and the Foundation's official merchandise retail licensees. Such ordinance shall limit licenses to distribute or sell items, within the Games Clean Zone to the Games Sponsors and Foundation's official merchandise retail licensees. No new signage shall be located within the Games Clean Zone for thirty (30) days preceding and during the Games Period.

5. Miscellaneous.

a. Notices. Notices, requests and other communications hereunder shall be in writing and may be delivered: (i) personally by hand; (ii) prepaid overnight commercial delivery service; or (iii) by facsimile (fax) with

confirmation of receipt, addressed as follows, unless changed by written notice:

If to the Foundation: World Games 2010 Foundation, Inc.
2010 World Games Way
Lexington, Kentucky 40511

If to LFUCG: Lexington Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Mayor Jim Newberry

If to the Committee: _____

Such notice shall be effective upon receipt.

b. Assignment. This Agreement may not be transferred or assigned by any party (whether voluntarily or by operation of law) without the prior written consent of each of the other parties.

c. No Joint Venture Partnership or Agency. Neither this Agreement nor the course of dealing among them shall create a joint venture, partnership, franchise, principal-agent or similar relationship among the parties. The Committee shall not act or purport to act as agent of the Foundation, and this Agreement shall not be deemed to constitute the Committee with general authority or power to act on behalf of the Foundation or Games. The Committee shall not enter into Agreements which are binding upon Foundation. The Committee shall not act in any manner which will expose the Foundation to liability, nor shall the Committee pledge or attempt to pledge the Foundation's credit. The Committee understands, agrees and acknowledges that the Committee is solely responsible for payment of any taxes and/or assessments owing due to revenues earned by the Committee or the performance of the services described herein or otherwise pursuant to this Agreement.

The Foundation shall not act or purport to act as agent of the Committee, and this Agreement shall not be deemed to constitute the Foundation with general authority or power to act on behalf of the Committee. The Foundation shall not enter into Agreements which are binding upon the Committee. The Foundation shall not act in any manner which will expose the Committee to liability, nor shall the Foundation pledge or attempt to

pledge the Committee's credit. The Foundation understands, agrees and acknowledges that the Foundation is solely responsible for payment of any taxes and/or assessments owing due to revenues earned by the Foundation or the performance of the services described herein or otherwise pursuant to this Agreement.

d. Severability. The determination of any provision of this Agreement as invalid or unenforceable shall not invalidate this Agreement, all of such provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted.

e. Entire Agreement. This Agreement (including all exhibits and documents referred to herein which form a part of this Agreement) constitutes the entire agreement of the parties and the provisions supersede any and all prior and contemporaneous agreements or understandings relating to the same subject matter.

f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

g. Waiver. The failure of the Foundation or the Committee to insist in any one (1) or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of such covenant, agreement, term, provision or condition or election, but the same shall continue and remain in full force and effect. No waiver by the Foundation or the Committee of any covenant, agreement, term, provision, condition or election of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate officer on behalf of such party.

h. Further Assurances. The Committee agrees to execute and deliver, or cause to be executed or delivered, such instruments and documents as the Foundation may reasonably request or require to more effectively carry out the purpose and intent of this Agreement.

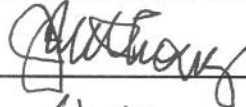
i. No Third Party Beneficiaries. It is expressly understood that there are no third party beneficiaries to this Agreement.

j. Headings. The headings used here are merely for convenience and should not affect the interpretation of any provision of this Agreement.

k. Amendments. No amendment to this Agreement shall be deemed to have been made unless expressly agreed upon in writing signed by an appropriate officer of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective on the day and year first above written.

World Games 2010 Foundation, Inc.

By: 

Its: Chair

Lexington Fayette Urban County Government

By: _____

Its: _____

Lexington Host Committee

By: _____

Its: _____

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